

**AGREEMENT**

**BETWEEN THE**

**CHESTERFIELD SCHOOL BOARD**

**AND THE**

**CHESTERFIELD EDUCATION ASSOCIATION**

July 1, 2009 to June 30, 2012

## PREAMBLE

This Agreement entered into this 14th day of March, 2009 by and between the Chesterfield School Board, hereinafter called the "Board" and the Chesterfield Education Association, affiliated with NEA - New Hampshire and the National Education Association, hereinafter called the "Association". Except as otherwise provided herein, the parties agree to negotiate subject to the provisions of RSA 273-A.

## DEFINITIONS

SCHOOL:	The term "School" as used in this Agreement, means any work location or functional division maintained by the Board where instruction, as required by the State, is offered to the children enrolled in the Chesterfield School District.
TEACHER:	The term "Teacher" as used in this Agreement, means a person employed by the Board as defined in Article I, Section 1, of this Agreement.
FACULTY REPRESENTATIVE:	The term "Faculty Representative" as used in this Agreement, means the Association Faculty Representative.
PERSON:	The term "Person" as used in this Agreement, means a person employed by the Board as defined in Article I, Section 1, of this Agreement. Whenever the singular is used in this Agreement, it is to include the plural.
PELRB:	The term "PELRB" shall mean the New Hampshire Public Employee Labor Relations Board.
NORMAL SCHOOL DAY:	The term "Normal School Day", as used in this Agreement, shall mean one-half (1/2) hour before students are scheduled to arrive and one-half (1/2) hour after students are dismissed.

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## ARTICLE I

### RECOGNITION

- 1.1 For purpose of collective negotiations, the Board recognizes the Association as the exclusive representative of all teachers of the Chesterfield School District during the term of this Agreement. The term "teacher" shall include any individual employed by the Board, the qualifications for whose position are such as to require him/her to hold an appropriate credential issued by the State Board of Education under its regulations governing the certification of full-time teaching personnel and part-time teaching personnel assigned to a minimum of three-fifths (3/5) teaching schedule, and shall include nurses, but excluding superintendent, assistant superintendent, business administrator, principal, assistant principal, coordinator of special education, vocational director, persons employed by the State Board of Education, teacher consultants, teacher aides, school volunteers, bona fide executive or administrator, as provided in RSA 273 A-8, Paragraph II, and excluding all other employees.
- 1.2 Unless otherwise indicated, the term "teacher", when used hereinafter in this Agreement, shall refer to employees represented by the Association in the negotiating unit as defined in Section 1 of this Article.

## ARTICLE II

### SCOPE OF AGREEMENT

- 2.1 The parties understand that the Board and the Superintendent may not lawfully delegate powers, discretions and authorities which by law are vested in them, and this Agreement shall not be construed so as to limit or impair their respective statutory powers, discretions and authorities. Agreements reached pursuant to Article 4 hereof shall not constitute a waiver of and shall not be construed in derogation of such powers, discretions and authorities.

## ARTICLE III

### NON-DISCRIMINATION

- 3.1 The Board and the Association agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers, or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, sexual orientation, domicile, marital status, age, membership, disability in accordance with federal law, and/or activity in the Association.

## ARTICLE IV

### PROCEDURE FOR NEGOTIATION OF SUCCESSOR AGREEMENT

- 4.1 On or about May first (1st) of the prior year in which this Agreement expires, and subject to compliance with Article XVI, the Association may in writing by certified mail return receipt requested, notify the Board of its desire to terminate or modify the terms and conditions of this Agreement. If proper notice is given, the parties shall, no later than May fifteenth (15th) meet, confer and negotiate.
- 4.2 The Negotiating Committee of the Board and the Negotiating Committee of the Association shall have authority to reach a complete agreement, subject to ratification by the Board and the qualified voting members of the Association covered by this Agreement.
- 4.3 The Board or its designee agrees to supply the Association with such non-confidential information as is in the Board's possession and is reasonably and timely requested by the Association.
- 4.4 Any agreement reached shall be reduced to writing and signed by the Board and Association. Any agreement reached which requires the expenditure of additional public funds for its implementation shall not be binding upon the Board, unless and until the necessary appropriations have been made by the Chesterfield Annual School District Meeting. The Board shall make a good faith effort to secure the funds necessary to implement said agreements.

In cases of multiple year agreements, this paragraph shall not apply to actions of the District Meeting subsequent to the first District Meeting at which the financial provisions of the contract are funded and approved, so long as the action at said meeting is in compliance with the notice requirements of the "Sanborn" standards. The Board agrees that for any agreement of duration in excess of one year the funding provisions will be submitted to the voters in compliance with requirements of the "Sanborn" standards, unless the parties shall agree to a different procedure.

- 4.5 If, after discussion of all negotiable matters proposed by either party, the parties fail to reach agreement, either party may declare an impasse. In the event of an impasse, either party may request the American Arbitration Association to appoint a mediator for the purpose of assisting them in reconciling their differences and resolving the controversy on terms which are mutually acceptable. The American Arbitration Association will, within ten (10) days after the receipt of such request, appoint a mediator in accordance with rules and procedures prescribed by it for making such appointment. The mediator will meet with the parties forthwith, either jointly or separately, in order to persuade the parties to resolve their differences and effect a mutually acceptable agreement.
- 4.6 If the mediator is unable to effect settlement of the controversy within fifteen (15) days after his/her appointment, either party may, by written notification to the other, request that their differences be submitted to fact-finding. Within five (5) days after receipt of the aforesaid written request, either party may request the American Arbitration Association to designate a fact finder. The American Arbitration Association will, within five (5) days after receipt of such request, designate a fact finder in accordance with rules and procedures prescribed by it for making such designations.
- 4.7 The fact finder will, within five (5) days after his/her appointment, meet with the parties or their representatives, or both, forthwith, either jointly or separately, make inquiries and investigations, hold hearings, or take such other steps as he/she deems appropriate. Any such hearings will be held in closed session. The Board and the Association will furnish the fact finder, upon his/her request, all records, papers and information in their possession relating to any matter under investigation by or in issue before the fact finder. If the dispute is not resolved prior thereto, the fact finder shall make findings of fact and make terms of settlement regarding the disputed matters submitted to him/her. The fact finder may make his/her report public. In the event after the fact finder's report is made public there remain unresolved issues the parties specifically agree that only the unresolved issues dealing with direct economic provisions of the contract shall be submitted to the school district meeting for consideration.

- 4.8 The costs for the services of mediator and/or fact finder, including per diem expenses, if any, will be shared equally by the Board and the Association.
- 4.9 Determinations and/or recommendations under the provisions of Sections 6 and 7 of this article will not be binding on the parties.
- 4.10 During negotiations, the Committee of the Board and the Committee of the Association will present relevant data, exchange points of view and make proposals and counterproposals.
- 4.11 The Board will, if it is known, make the Association aware of the budget submission date at the first meeting set forth in this Article.
- 4.12 A copy of any agreement reached hereunder will be filed with the PELRB within fourteen (14) days of its execution by the Association.
- 4.13 If the monies to fund the economic provisions are not appropriated as provided in this Article, Section 4, or if either party rejects the recommendations set forth in this Article, Section 9, then the parties shall do the following:
  - A. The appropriate party shall notify the other party of its intent to renegotiate the provisions of the Agreement; and,
  - B. The parties shall, within ten (10) days of such notification, meet and develop a modified settlement, which shall be resubmitted to the legislative entity in accordance with the provisions of RSA 273-A-12, Paragraphs III and IV.

## ARTICLE V

### ASSOCIATION RIGHTS

- 5.1 The Association will have the right to use school buildings at reasonable times, without cost, for meetings. Request for the use of buildings will be made to the Principal in advance.
- 5.2 The Association will, upon request, be given an opportunity at building faculty meetings to present brief reports and announcements.
- 5.3 Upon request, prior to July fifteenth (15th), the Superintendent of Schools or his/her designee will meet and confer with the Chesterfield Education Association President prior to determining the structure and content of the Orientation Day.
- 5.4 The Association will have the right to post notices of its activities and matters of teacher concern in teachers' rooms and shall continue to have the use of the teacher mailbox system.
- 5.5 Upon notification by an employee (see Appendix D), the Board will continue its present practice to deduct professional association dues and forward such deduction to the Association's treasurer. The Board shall be held harmless from any and all claims in connection therewith.
- 5.6 The Association may, with permission from the Building Principal, use school equipment normally used by teachers for Association activities. However, expendable material will be at the expense of the Association.
- 5.7 Rights granted to the Association under this Article shall not, in the judgment of the Board, be disruptive or injurious to the Chesterfield education system, its students, the faculty, or administration, nor in violation of any of the provisions of this Agreement. In making judgments under this section, the Board shall not be arbitrary or capricious.
- 5.8 As long as the Chesterfield Education Association is certified as the representative of the Chesterfield Teachers pursuant to RSA 273-A the rights and privileges set forth in this Article shall not be granted to any other bargaining agent.
- 5.9 Request under the provisions of this Article shall mean permission and shall be made to the Building Principal or his/her designee.
- 5.10 Employees shall suffer no loss of pay for a reasonable amount of time spent in the conduct of negotiations which occur during normal working hours, or in the filing or processing of grievances under this Agreement. If an employee is to receive a reduction in pay under this Article, the Principal shall so notify the employee before the reduction is made.
- 5.11 The School Administrative Unit Office will, upon hiring a new employee, notify the Chesterfield Education Association President of the new employee's name, assignment, address and salary and, if authorized in writing by the employee, they will also provide the new employee's phone number.
- 5.12 The Chesterfield School Board will provide agendas to the Chesterfield Education Association President prior to school board meetings.
- 5.13 The Association President or the President's designee shall be provided with one (1) paid professional leave day per year for attending official functions, state conventions, or association conferences.

## ARTICLE VI

### PERSONNEL MATTERS

- 6.1 A teacher shall be given a copy of any formal evaluation report prepared by his/her evaluators before any conference held to discuss it. If the teacher is dissatisfied with this evaluation conference, he/she may request additional conference time. Thereafter, the teacher shall sign the report. Such signature shall indicate only that the report has been read by the teacher and in no way indicates agreement with the contents thereof.
- 6.2 Written complaints regarding a teacher made to any member of the administration by any parent, student, or other person, which may be used to evaluate a teacher, shall be promptly investigated. The teacher shall be given prompt notice of such complaint, in writing, and in the case of a very serious complaint to meet with the person(s) making such a complaint. The teacher will acknowledge that he/she has had the opportunity to review such complaint by affixing his/her signature to copy to be filed. Such signature will in no way indicate agreement with the contents thereof. In any event, if a teacher refused to sign any report set forth in this Article then such report may be placed in that respective teacher's file.
- 6.3 The parties recognize and agree that, subject to the provisions of this Article, teacher evaluation is a supervisory function.
- 6.4 Each new teacher to the Chesterfield School system shall be made aware of the school district's evaluation plan. The Association shall have the right to contribute input and to meet and confer with respect to any new plan; but in any event, the Board shall make the final determination of any matters under this section.
- 6.5 Each teacher shall be entitled to access his/her personnel file at any time upon notice to the Superintendent or his/her designee. The teacher may, if he/she wishes, have a representative of the Association accompany him/her during such a review
- 6.6 The teacher shall have the right to make an appropriate response to any material contained in his/her personnel file and such response shall be made a part of said teacher's file. Reproductions of such material may be made by hand or copying machine, if available.
- 6.7 No material will be placed in a teacher's personnel file without written notification to the teacher.

## ARTICLE VII

### EARLY TERMINATION

- 7.1 The contracted teacher may terminate his/her personal contract prior to July first (1st) by giving not less than four (4) weeks notice to the School District and, thereafter, upon giving not less than six (6) weeks notice to the District. The required notice shall be waived under the following circumstances:
  1. urgent personal need or other emergency;
  2. employment other than teaching.

If a teacher leaving the District fails to comply with the notice requirement that teacher shall pay the District \$400.



## ARTICLE VII

### TEACHER EMPLOYMENT

- 8.1 For purposes of this Agreement, the period of service shall not be more than one hundred and eighty-nine (189) days in 2009-2012, as set forth in an individual contract (see Appendix C) between the Board and each teacher, to be allocated as follows:

#### 2009-2012

181	teaching days
8	in-service
1	classroom preparation day before the first day of school
1	principal/superintendent in-service day before the first day of school
2	parent conference days after the end of the 1st and 2nd trimesters
1	SAU in-service day
1	in-service day following the last day of school
2	workshop day

The workshop day(s) above will be used by groups of no less than team size and in no less than one-half day increments for team planning/instructional improvement. (Teams may be as small as two (s) persons as long as they are actual teams.) Certain members of the unified arts staff; the school nurse, the guidance counselor and the media generalist may be exempt from the requirement of working in team-size groups at the discretion of the Principal. The day(s) shall be scheduled as part of the school calendar for school year purposes and may be before, during, or after the school year on non-instructional days. Proposals for the content of the day(s) must be submitted by the Association no later than 20 days prior to the scheduled day and shall include the educational objective, its relationship to School Board goals, and/or curriculum development, and/or staff development plans, and required resources. Scheduling of the day(s) is subject to the approval of the Principal. If no proposal is received in a timely manner, the day(s) may be scheduled at the sole discretion of the Principal.

In-service days shall be determined with the cooperation of the Association and the parties shall meet and confer as to content. In any event, the Superintendent shall make the final determination, both as to the content and number of days, except that the number of days may not exceed eight (8) in 2009-2012.

- 8.2 The Association and its members must recognize that each teacher has a professional responsibility to provide the best possible opportunity to each and every student and that this responsibility carries beyond the normal school day, as provided in this Agreement.
- 8.3 Teachers are expected to carry out their professional duties which shall include, but not be limited to, institution faculty meetings, conferences with parents or students, extra help to students, open house, or conferences with administration as required. Such meetings shall be of reasonable frequency and duration.

During the workshop days before the first day of school for students, the principal, in consultation with the faculty, will set the school year schedule for faculty forums, staff meetings (except in cases of emergency), principal advisory team, dances, and holiday concerts, taking into consideration parent conference days and mid-term reports.

Any teacher who is required to teach extra (overload) classes beyond the normal teaching (instructional) day will be compensated on a pro-rata basis.

- 8.4 The Board agrees that each teacher will have a thirty (30) minute duty-free lunch period, except in case of emergency.

- 8.5 Except in unusual circumstances, teachers will be notified of their teaching assignment on or before May fifteenth (15th) of the academic school year for the ensuing year.
- 8.6 In the event a teacher's position becomes eliminated or changed (regardless of the reason), he/she shall be given consideration for any open and unfilled position which may then be available, provided he/she is qualified and can be certified by the State Department of Education.

Any such teacher shall be required to submit a written request for consideration under this Section, such request shall set forth the position desired and open, the teacher's qualifications, and statement that he/she is certifiable for any such position.

The Board shall not change the assignment of a teacher as set forth in his/her contract with less notice than forty-two (42) days except in cases of emergency. In the event a teacher objects to a reassignment, the administration agrees to meet with the teacher within ten (10) days of receipt of notification to consider the teacher's concerns and possible alternatives. In the case the reassignment is refused, such a refusal shall constitute termination of employment without prejudice.

- 8.7 It shall be the policy of the Chesterfield School District to use fair and consistent procedures in the event a reduction in the teaching force becomes necessary. In all cases, reduction of the teaching staff will be done with the best interests of the students in mind as well as budgetary restraints which may be present at the time.

Reduction in teaching staff shall only occur after a careful assessment has been completed with all other reasonable possible options considered.

- A. The Board retains the sole and exclusive right to determine the need for and magnitude of a reduction in the teaching staff.
- B. The Board shall notify the Association of any planned reduction in teaching staff and agrees to make available to the Association any financial or other data relating to the reduction.
- C. When reduction in teaching staff becomes necessary the following factors shall be determinative:
  - 1. Teachers having the most seniority shall be placed in the remaining positions provided they are certified for such positions.
  - 2. The teaching staff shall be reduced in the reverse order that teachers were hired into the school district.
  - 3. Teachers hired on the same date shall be let go at the discretion of the Board upon reasonable assessment of and communication about program needs and the ability of the faculty to meet those needs.
  - 4. Full-time teachers will not be let go when the needs giving rise to reduction in teaching staff can be met by the termination of a part-time teacher.
  - 5. The following specialists are exempt from being bumped: Spanish, physical education, music, art, health and media generalist.
  - 6. For a period of two (2) years following a reduction in force, should a vacancy occur, teachers shall be considered for the opening(s) in the reverse order of the original reduction; i.e., last let go shall be first returned providing they are certified for the opened position(s).

- 8.8 Teachers who have reasonable expectations of completing academic courses or degree, and who wish to use additional credits for salary purposes must notify the Superintendent not later than December first (1st) of any contract year for impact in the next school year. The time requirement specified in this section may be extended by mutual agreement.

8.9 The Association agrees to submit to the Board, for its consideration, suggestions for the school calendar on or before November fifteenth (15th) of the preceding year. The Association will also be given an opportunity to provide input, and meet and confer, in instances where the school calendar may require or undergo modification during the school year. The Board shall have the right to establish the school calendar and to make appropriate changes at any time, and such action by the Board shall not be subject to the grievance procedures of this Agreement.

8.10 Persons designated as team leaders shall be paid a stipend of \$750/year in their first year as a team leader. Experienced team leaders shall be paid a stipend of \$850/year.

8.11 Teachers in the middle school shall receive a minimum of five (5) preparation periods a week. Every effort shall be made to schedule one (1) per day, but it is understood that such a schedule will not always be possible for all teachers.

Elementary school teachers shall receive preparation time when specialists are scheduled to be in their classrooms, except in cases of emergency.

Every effort shall be made to provide specialists with a minimum of one hundred (100) minutes of preparation time per week.

8.12 Reimbursement to teachers for employment physicals not covered by insurance shall be made by the Chesterfield School District in accordance with policy GBGA dated 10/08/07.

## ARTICLE IX

### RATES OF PAY

- 9.1 The Compensation Plan and its application are set forth in Appendices A & B attached hereto. The salary of employees covered by this Agreement shall be prorated based on the number of work days in the work year of his/her appropriate salary step for the number of designated days of employment between the first day of school for teachers in any year and June thirtieth (30th) of any such year.
- 9.2 Movement on the Salary Schedule is based on satisfactory performance as determined by the Administrator. Any decision by the administration relative to performance must be based on written records within the personnel file and shall not be arbitrary.

## ARTICLE X

### DISCIPLINE

- 10.1 No teacher will be disciplined or reprimanded except for just cause, and any teacher who alleges to be aggrieved under this Section shall have full access to the grievance procedures of this Agreement.
- 10.2 No teacher shall have his/her contract non-renewed except as provided in RSA 189:14-a.

## ARTICLE XI

### GRIEVANCE PROCEDURE

- 11.1 Definitions: A "grievance" is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of a teacher or group of teachers based upon the interpretation, application, or violation of any of the provisions of this Agreement. An "aggrieved teacher" is the person or persons making the claim. All time limits specified in this Article shall mean calendar days, except under Section 9 of this Article.
- 11.2 Purpose: The parties acknowledge that it is more desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications. Grievances which are not satisfactorily settled in an informal way shall be reduced to writing (see Appendix E attached hereto) and referred to the following formal grievance procedure.
- 11.3 Right of Representation: A teacher covered by this Agreement shall, under this Article, have the right to have an Association representative present at any time subject to his/her requesting such representation.
- 11.4 Formal Procedure: The grievance shall state the specified alleged violation or condition with proper reference to the contract Agreement. It shall also set forth names, dates, and any other related facts which will provide a sound basis for a complete understanding of any such grievance. No grievance shall be considered under this procedure unless notice of the same is given to the administration within thirty-five (35) days following the occurrence of the facts which give rise to the grievance.
- LEVEL A. Within five (5) days of receipt of a formal grievance, the Building Principal shall meet with the aggrieved teacher. Within five (5) days following any such meeting, the Principal shall give his/her answer in writing. If the grievance is not settled at this level, then it may be referred to Level B within ten (10) days of the receipt of an answer given at this level.
- LEVEL B. Within fifteen (15) days of a grievance being referred to this level, the Superintendent will meet with the participants of Level A and examine the facts of the grievance. The Superintendent shall give his/her answer within fifteen (15) days of any such meeting. If the grievance is not settled at this level, then within fifteen (15) days from receipt of the answer rendered at this level the grievance may be referred to arbitration as set forth herein.
- LEVEL C. If the grievance remains unsettled, then the matter may be referred by the Association to arbitration. If the matter is referred to arbitration, then the parties shall apply to the American Arbitration Association to name an arbitrator under the rules and procedures then obtaining of the service. The arbitrator shall use his/her best efforts to arbitrate the grievance, but he/she shall have no power or authority to do other than interpret and apply the provisions of this Agreement and he/she shall have no power to add to or subtract from, alter, or modify any of the said provisions. The arbitrator shall thereafter submit a decision to both parties. The arbitrator's decision shall not be binding on either party, but shall be advisory only. The parties agree to share equally in the compensation and expenses of the arbitrator.
- 11.5 Time periods specified in this procedure may be extended by mutual agreement.
- 11.6 Upon selection and certification by the Association, the Board shall recognize an Association Grievance Committee.
- 11.7 Grievance(s) of a general nature, or involving the Superintendent, may be submitted by the Association to Level B.
- 11.8 A grievance, in order to be considered further, must be forwarded to the next appropriate level within ten (10) days from receipt of the answer given at the preceding level.
- 11.9 In the event a grievance is filed on or after June first (1st), the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted

prior to the end of the school term, or as soon thereafter as is practicable.

- 11.10 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits (unless extended by mutual agreement) shall permit the aggrieved person to proceed to the next level.
- 11.11 The parties agree that employees covered by this Agreement shall enjoy freedom from restraint, interference, coercion, discrimination or reprisal in presenting or appealing any personal grievance(s).

## ARTICLE XII

### LEAVES OF ABSENCE

- 12.1 It is agreed that the use of leave days will be confined to legitimate purposes provided in this Article.
- 12.2 Sick leave shall be confined to the personal illness of a teacher or immediate family member, or a member of the teacher's household, excluding work connected disability covered by New Hampshire Workers' Compensation Laws.
- 12.3 Teachers shall be credited with twelve (12) sick leave days per year up to a maximum accumulation of ninety (90) days.
- 12.4 **DISABILITY:**  
Disability is defined as the condition resulting from the sickness or injury of an employee which prevents such employee from doing each of the material duties of his/her regular occupation. Disability benefits as defined hereunder shall commence on the tenth (10th) consecutive day following the beginning of the absence of the employee, or upon the exhaustion of all accumulated sick leave, whichever date is last. Provided, however, that an employee shall not be entitled to disability benefits for disability resulting from sickness or injury that was diagnosed and/or treated within three (3) months before the commencement of an employee's employment with the District and which disability commences during the first twelve (12) months of "employment" with the District. Provided, further, that an employee will not be entitled to disability benefits if the sickness or injury resulting in disability is caused or substantially caused as a result of other employment.
- Disability benefits shall terminate on the second (2nd) anniversary of the beginning of the absence unless, at that date, the employee is totally disabled. An employee is totally disabled if the employee is then unable to perform each of the material duties of any occupation for which he/she is reasonably suited by training, education, or experience.
- Disability benefits will also terminate at an employee's death if the disability is caused by a non-work connected accident. Otherwise, disability benefits will also terminate on the June thirtieth (30th) following or being the seventieth (70th) birthday of the employee.
- Disability benefits shall be reduced by the full amount received by the disabled employee for benefits paid to him/her under Workers' Compensation, Social Security, or the New Hampshire Retirement System.
- An employee whose disability commences while he/she is on leave, including the normal school summer recess period, shall not be entitled to disability benefits until the expiration of such leave.
- All entitlements to disability benefits which are the responsibility of a third party insurance carrier shall not be subject to the Grievance and Arbitration Procedure of this Agreement unless agreed to by the carrier. All determinations by the carrier shall be final and binding upon the employee, subject to the rights of the employee to appeal in any fashion the determination of the carrier.
- A disabled employee receiving disability benefits hereunder acknowledges the District's right to be reimbursed by the insurance carrier for all amounts paid directly to the employee by the District and which are covered by the disability insurance policy maintained by the District.
- 12.5 Upon the request of the Administration, an employee claiming sick leave or disability benefits shall provide or cooperate to provide such evidence of sickness or disability as may be reasonably required by the district and/or its disability insurance carrier. Upon failure to so provide such evidence or failure to so cooperate, the employees claim for sick leave or disability may be denied and all disability benefits paid by the District shall be returned by the employee.

- 12.6 **SHORT-TERM DISABILITY PAYMENTS:**  
Disability benefits for the period of the tenth (10th) consecutive day to the eighty-ninth (89th) consecutive day following the beginning of the absence shall be sixty (60) percent of the employee's gross annual base salary divided by the number of days worked annually times five (5) per week. Payment shall be made to the employee according to the usual payroll schedule of the District. The maximum disability benefit during this period shall be \$5000 per month.
- 12.7 **LONG-TERM DISABILITY PAYMENTS:**  
Disability benefits for the ninetieth (90th) day following the beginning of the absence or upon the exhaustion of all accrued sick leave shall also be sixty (60) percent of the employee's gross annual base salary as determined at the commencement of the disability divided by twelve (12). Payment shall be made to the employee monthly during this period. The maximum benefit during this period shall be \$5000 per month. The maximum compensation for both long-term and short-term disability shall be no less than any school district within SAU #29 for the term of this Agreement.
- 12.8 Teachers shall be entitled to a maximum of three (3) paid personal leave days, non-cumulative, in any school year. To be eligible for personal leave under this Section, written request shall (except in an emergency) be presented to the Principal at least twenty-four (24) hours prior to any such personal leave. Personal days are for activities of such a personal nature that it is essential for an individual to be absent from his/her professional duties. The written request shall contain a certification by the teacher that the leave is qualified under this section. Personal days will not be taken for pecuniary gain, shopping, or personal participation in sporting or leisure events. Personal days are not to extend a weekend or vacation. (Approval of personal leave days shall be at the discretion of the principal who shall not be arbitrary or capricious in his/her denial of personal leave.)
- 12.9 An employee who is absent due to a work connected illness or accident (Workers' Compensation) shall receive his/her net difference between Workers' Compensation payments and his/her full pay at his/her applicable salary rate and such payment by the Board shall continue until any such employee has used all of his/her accumulated sick leave. Thereafter, he/she shall continue to receive only those monies paid to him/her under the provisions of the Workers' Compensation Law of the State of New Hampshire.
- Amounts paid by the Board under the provision of this Section shall be subject to usual and customary payroll deductions (taxes, et cetera). In no event shall any teacher receive monies in excess of the regular net earnings to which he/she was entitled prior to any such Workers' Compensation claim.
- 12.10 Military leave of absence shall be granted by the Board in accordance with state and federal statutes.
- 12.11 An employee called as a juror will be paid the difference between the fees he/she receives for such service, based on the employee's regular daily rate. Satisfactory evidence (court issued pay stub) must be submitted to the employee's immediate supervisor. A person subpoenaed to court for an action in which the person is not an interested party shall receive as compensation from the district the difference between the compensation received from the court proceedings and daily rate of pay.
- 12.12 An employee called to serve not more than a fourteen (14) day annual training tour of duty with the National Guard or Armed Forces Reserves will be paid the difference between his/her pay for such government service and the amount of earnings lost by him/her for reason of such service based on the employee's regular daily rate.
- 12.13 Teachers shall be entitled to a maximum of four (4) paid days per occurrence for attendance at funerals of members of the immediate family. Immediate family, as used in this Section, shall mean mother, father, sister, brother, spouse and children of employee, grandparents and the same relatives of the employee's spouse. In extenuating circumstances the Board may grant additional leave under this Section as set forth in Section 1 of this Article.



- 12.14 Leaves for other reasons (including bereavement for a member of the teacher's household or an intimate friend), paid or not paid, shall be granted at the discretion of the Board.
- 12.15 Each teacher is entitled to a minimum of two (2) professional days per year, one of which may be used as a common planning day. Professional days shall include, but shall not be limited to, the following kinds of professional experiences: learning to work with multi age classes; making the transition to Middle School; attending conferences that occur only during the school day; visitations that might improve teaching; and release time for common planning.
- 12.16 When an employee on authorized leave under this Article becomes available for reemployment, he/she will be given priority consideration for any open or unfilled position for which he/she may be qualified at the time any such employee advises the Superintendent of his/her availability. Qualification under this Section shall mean certified or certifiable by the State Department of Education.
- 12.17 Paid leave may only be claimed while on full paid status as an employee of the District.
- 12.18 Child rearing leave: in addition to the period of time in which a staff person is disabled as a result of the birth of a child, or upon the adoption of an infant child, upon written request to the administration given at least sixty (60) days prior to the anticipated birth date, the staff person shall be granted maternity (sometimes called child rearing leave) without pay. As consideration for the extended time, a teacher on said leave agrees to return on the first (1st) day of a school marking period ONLY, and provide further that the total leave shall not exceed sixteen (16) months. A further extended leave may be granted at the discretion of the Board. The teacher shall give the Board notice of intended return date at the time of request for leave. The consideration for the granting of the extended leave is the agreement of the staff person to give the notices and abide by the return dates set forth in this paragraph. The requirement that the date of return shall be the first (1st) day of the semester shall not apply if the requested leave does not extend beyond the end of the semester. During the time that the staff person is on unpaid child rearing leave, the staff person shall be entitled to remain eligible for participation in all District fringe benefit programs provided they shall be at the sole expense of the staff person, and provided the staff person shall not be eligible for paid leave.
- 12.19 Sabbatical leaves are granted at the discretion of the Board and are designed to encourage the improvement of instruction, supervision and administration in the District. A teacher may apply for a sabbatical leave during or after the seventh (7th) year of continuous service in the District. Under exceptional circumstances, the Board may waive the seven (7) year requirement. A teacher must present a detailed sabbatical leave proposal for approval by the School Board upon recommendation of the Superintendent of Schools. This proposal must be submitted to the Superintendent prior to November first (1st) of the school year preceding the sabbatical leave.

A sabbatical leave committee will be established and will consist of six (6) teachers (2 each from primary, elementary and junior high school) which will establish guidelines for application content including timelines and may make recommendations on the proposals, if more than one is submitted, to the Superintendent.

Applicants will be notified of the decisions prior to December fifteenth (15th). Sabbatical leaves will be available only for full or half year study or research programs which offer potential benefit both to the individual teacher and the school system. Travel will not be approved except when necessary and incidental to a study program.

Only one (1) staff member will be granted a leave during a year. The Board may consider exceptions to this restriction at its sole discretion. In the event that more than one (1) staff member applies, preference will be given to the teacher who, as a result of his/her sabbatical, becomes certified in a critical shortage area. The teacher will receive one-half (1/2) his/her appropriate salary rate for the period he/she is on sabbatical. During the sabbatical, the teacher will receive credit on the salary schedule for the sabbatical. The teacher will receive such other medical and like insurance benefits as are offered to all teachers in active service, if such plans permit, while on sabbatical leave. While on sabbatical leave, the teacher will be ineligible to accumulate or draw upon sick leave.

The teacher is expected to return to the Chesterfield School District for a minimum of two (2) years following the fellowship year. If he/she terminates his/her employment before the end of the two year period, he/she must repay the full amount of the sabbatical leave grant upon termination except in case of hardship in which case the teacher must repay within a five (5) year period the amount of the fellowship grant through signing a promissory note indicating the amount, method, and schedule of payment at the time leave is taken. Upon return from sabbatical leave, every effort will be made to return the teacher to a similar position. See also Article 8.6.

The granting of a sabbatical will be subject to the funding of the School Board's budget which shall include the funding for the sabbatical and the School Board shall make a good faith effort to secure the approval of its budget.

- 12.20 If applicable, all eligible employees as defined by the Family and Medical Leave Act shall be entitled to the benefits of the Act or the benefits of this contract, whichever is greater, except that the year for purpose of eligibility shall be July first (1st) through June thirtieth (30th), and that no employee shall be required to use his/her sick leave as part of the leave covered by the Family and Medical Leave Act. Provided the Board's obligation to pay health insurance costs shall not exceed twelve (12) weeks unless such coverage is provided for in this collective bargaining agreement. The Board shall retain all such discretion as provided in the Act unless limited by this Agreement.

## ARTICLE XIII

### COURSE REIMBURSEMENT, CONFERENCES and WORKSHOPS

- 13.1 The Board will continue its present practice to compensate teachers for course, conference, and workshop fees up to \$850 per teacher per academic year for activities which are approved by the Superintendent or his/her designee. Approved activities shall be directly related to improving the teacher's performance within the educational program of the Chesterfield School District. The Superintendent or his/her designee shall have the sole and exclusive judgment under the provisions of this Section.

The following procedures shall be used:

Staff shall be compensated for course, conference, and workshop fees pursuant to the policies and procedures currently in force or as may hereafter be amended for the Chesterfield School District.

Staff shall be compensated for college courses provided that said compensation shall be for tuition only. Teachers shall be required to earn a grade of B or better (or pass in a pass/fail course).

Procedure for applying for compensation:

Teachers shall apply in advance for compensation and may apply in anticipation of programs to be attended in advance, including during the summer school break. Teachers must provide the administration with certification of payment (such as a dated receipt) within thirty (30) days of the completion of the program. Documentation of grade received, satisfactory completion or attendance (as appropriate) must also be provided. Failure to provide such certification shall result in obligation of the employee to repay any advance payments under this program. Failure to repay an advance payment upon request shall result in the School District withholding the balance of repayment from any future payments due the employee from any source.

Allocation of funds:

Funds will be allocated on a first come, first served basis, provided that no teacher may apply for more than \$850 in benefits and total benefits shall not exceed \$12,000 in 2009-2012. In the event that at the end of any fiscal year there are funds that have not been applied for, any teacher who has qualified expenses that exceed the limitation may apply for an additional grant.

Recognizing that persons less than sixty percent (60%) are not eligible for other benefits under the Collective Bargaining Agreement, the Board will allow part-time, less than sixty percent (60%), teachers to participate in a course reimbursement pool on a pro-rata basis.

## ARTICLE XIV

### RETIREMENT

- 14.1 Employees shall be eligible to receive a retirement supplement equal to \$7,000 or \$11,000, depending on in-district years of service, added to their salary in the year preceding the date of retirement, a maximum of three (3) employees per year will be awarded the supplement, provided they meet the following criteria:

- Attain age fifty-five (55) by the year of retirement;
- Have at least fifteen (15) years of service with the Chesterfield School District;
- Provide written notice of intent to retire, accompanying a letter of resignation, by December first (1<sup>st</sup>) of the year previous to the year in which the retirement payment is due (Example: Retiring June 30, 2012, you are required to notify the district before December 1, 2010);
- Fifteen (15) years of service to Chesterfield School District shall be eligible for \$7,000 and twenty (20) years service to the District shall be eligible for \$11,000.

Retirement stipend will be awarded on a first to notify basis. The District will consider notification when the Human Resources Office and School Board Chair is in receipt via certified mail of both the written notice of intent to retire and written resignation. The Board has the authority to rescind a resignation tendered in accordance with this article upon written request by the resignee, per their sole discretion.

Employees will be awarded the retirement supplement on a first to notify basis up to a maximum of three (3) awardees, however additional employees may, in writing, prior to the notification deadline appeal to the board for additional retiree(s) to be awarded the retirement supplement. The Board will have the authority to award additional supplements beyond the three (3) allowed under this article, per their sole discretion.

The retirement supplement shall be paid on or before June thirtieth (30th) of the year in which the retirement is taken.

## ARTICLE XV

### INSURANCE

- 15.1 The Board agrees to maintain in effect an insurance plan equivalent to the Blue Cross/Blue Shield JW managed care plan for all employees under this contract so long as they remain on the Chesterfield School payroll. A summary of the Board's contributions to be provided is as follows:

	2009-2010	2010-2011
Single	95% current year HMO	94% current year HMO
2-person	87% current year HMO	86% current year HMO
Family	87% current year HMO	86% current year HMO
	2011-2012	
Single	93% current year HMO	
2-person	85% current year HMO	
Family	85% current year HMO	

Each Chesterfield teacher shall have the option to apply the amount of the Board's contribution as set forth above to Matthew Thornton HMO or Blue Cross/Blue Shield Blue Choice Point of Service. A change in coverage must be accomplished according to rules established by the carrier.

- 15.2 An employee must enroll as a member of one of the above selections to be eligible for benefits under this Article. Teachers may elect not to join the plan or may elect single, two-person or family coverage.

Employees electing not to join one of the health plans for the entire membership year, and secures substitute health insurance coverage of comparable quality through sources other than the Town of Chesterfield, and supplies the district with proof of the aforementioned coverage shall be eligible to receive a twenty-five hundred (\$2,500) payment upon the close of the applicable school year. The amount shall not be prorated and no consideration for partial years will be given.

- 15.3 The Board agrees to maintain in effect Delta Dental Plan Option 8, with no deductible, \$1500 maximum coverage per person per contract year for employees covered by this agreement. The Board's maximum contribution for each eligible employee shall be \$600 in year one (1), \$650 in year two (2), and \$700 in year three (3) of the contract.
- 15.4 The difference between the Board's contribution, as shown above, and the actual cost of coverage selected by the employee will be payroll deducted from appropriate payroll periods.
- 15.5 The Board will pay the full cost to provide a term life insurance policy, in the amount specified below including an accidental death and dismemberment provision, for employees covered by this Agreement:
- 1x salary or \$40,000, whichever is greater.
- 15.6 The parties agree that the School Board shall have the exclusive right to determine the carrier used to provide the benefits set forth in this Article including the right to self-insure; however, the Board shall not have the right to diminish any part of the benefits provided herein.

## ARTICLE XVI

### MISCELLANEOUS PROVISIONS

- 16.1 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 16.2 Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers now employed, hereafter employed, or considered for employment by the Board.
- 16.3 Any individual contract (see Appendix C) between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, it shall be considered invalid and this Agreement, during its duration, shall be controlling.

## ARTICLE XVII

### NOTICE UNDER AGREEMENT

- 17.1 Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Chesterfield School Board Chairman, 34 West Street, Keene, New Hampshire 03431.
- 17.2 Whenever written notice to the Chesterfield Education Association is provided for in this Agreement, such notice shall be addressed to the President of the Chesterfield Education Association at his/her then current address.
- 17.3 Either party, by written notice, may change the address at which future written notices to it shall be given.

## ARTICLE XVIII

### STRIKES AND SANCTIONS

- 18.1 The Association and the Board subscribe to the principle that differences shall be resolved without interruption of the school program. The Association, therefore, agrees that it will not sponsor or support any strike, sanction, or work stoppage, nor will the Association sponsor or support any other concerted refusal to perform work by the employees covered by this Agreement, nor will the Association sponsor or support any instigation thereof during the life of this Agreement, nor shall the Board engage in any form of lockout against teachers.

## ARTICLE XIX

### FINAL RESOLUTION

- 19.1 This Agreement represents the final resolution of all matters in dispute between the parties, and shall not be changed or altered unless the change or alteration has been agreed to and evidenced in writing by the parties hereto.

## ARTICLE XX

### DURATION OF AGREEMENT

- 20.1 This Agreement shall continue in full force and effect until twelve o'clock midnight June 30, 2012. The provisions of this contract shall commence on July 1, 2009.
- 20.2 This Agreement may be extended from time to time beyond its expiration date by written mutual agreement of the representative of the Chesterfield School Board and the Chesterfield Education Association.

## APPENDIX A

### CHESTERFIELD COMPENSATION PLAN

- A. Newly hired employees will be placed by the Superintendent of Schools or his/her designee at the same salary level as other employees then currently employed who have the same academic attainment.
- B. Academic Achievement: Employees who are on a planned program previously approved by the Superintendent and who acquire fifteen (15) credits beyond a Bachelor's Degree, a Master's Degree, or fifteen (15) credits beyond a Master's Degree within their specific area of discipline, shall be placed on the salary schedule in accordance with Article 8.8 and Appendix B.



# APPENDIX B-1

## CHESTERFIELD EDUCATION ASSOCIATION

JULY 1, 2009 - JUNE 30, 2010

Yrs. Exp.	Bachelor	B +15	Master	M +15
0	37,150	38,150	39,150	40,150
1	37,950	38,950	40,150	41,150
2	38,750	39,750	41,150	42,150
3	39,550	40,550	42,350	43,350
4	40,350	41,350	43,550	44,550
5	41,150	42,150	44,750	45,750
6	41,950	42,950	45,950	46,950
7	42,750	43,750	47,150	48,150
8	43,550	44,550	48,350	49,350
9	44,550	45,350	49,900	50,900
10	45,800	47,150	52,150	53,150
11	47,650	49,770	56,150	56,850
15	49,150	51,270	57,650	58,350
20	51,150	53,270	59,650	60,350

New employees shall be placed on a step equal to years of experience and educational attainment.

Non-degreed nurses shall receive 90% of the bachelor's track at the step equal to years of experience and educational attainment.

APPENDIX B-2

CHESTERFIELD EDUCATION ASSOCIATION  
JULY 1, 2010 - JUNE 30, 2011

Yrs. Exp.	Bachelor	B +15	Master	M +15
0	38,050	39,050	40,050	41,050
1	38,850	39,850	41,050	42,050
2	39,650	40,650	42,050	43,050
3	40,450	41,450	43,250	44,250
4	41,250	42,250	44,450	45,450
5	42,050	43,050	45,650	46,650
6	42,850	43,850	46,850	47,850
7	43,650	44,650	48,050	49,050
8	44,450	45,450	49,250	50,250
9	45,500	46,300	50,850	51,850
10	46,750	48,100	53,100	54,100
11	48,600	50,720	57,100	57,800
15	50,100	52,220	58,600	59,300
20	53,100	55,220	61,600	62,300

New employees shall be placed on a step equal to years of experience and educational attainment.

Non-degreed nurses shall receive 90% of the bachelor's track at the step equal to years of experience and educational attainment.

# APPENDIX B-3

## CHESTERFIELD EDUCATION ASSOCIATION

JULY 1, 2011 - JUNE 30, 2012

Yrs. Exp.	Bachelor	B +15	Master	M +15
0	39,250	40,550	41,550	42,550
1	40,050	41,350	42,550	43,550
2	40,850	42,150	43,550	44,550
3	41,650	42,950	44,750	45,750
4	42,450	43,750	45,950	46,950
5	43,250	44,550	47,150	48,150
6	44,050	45,350	48,350	49,350
7	44,850	46,150	49,550	50,550
8	45,650	46,950	50,750	51,750
9	46,700	47,800	52,350	53,350
10	47,950	49,600	54,600	55,600
11	49,800	52,220	58,600	59,300
15	51,800	54,220	60,600	61,300
20	54,300	56,720	63,100	63,800

New employees shall be placed on a step equal to years of experience and educational attainment.

Non-degreed nurses shall receive 90% of the bachelor's track at the step equal to years of experience and educational attainment.

APPENDIX C

CHESTERFIELD SCHOOL DISTRICT  
CONTRACT OF EMPLOYMENT

Emp #

Degree

Years experience

This agreement made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Chesterfield School District hereinafter called District, and **(Name)**

WITNESS

1. District will employ (Name) as Teacher from July 1, 20XX to June 30, 20XX consistent, however, with paragraph 3 below and the collective bargaining agreement at a salary of \$\_\_\_\_\_ to be paid in such installments as the District may determine in its rules and regulations or as may be provided in an agreement between the District and the Chesterfield Education Association.
2. (Name) agrees to work for District for said period and agrees to conform to and carry out all of the laws, rules, and regulations pertaining to the conduct of the schools and the Teachers, and such other laws, rules and regulations as may be enacted during the term of this contract.
3. This contract is intended to cover 181 school days and 8 other days devoted to school and educational work as scheduled by the district consistent with the collective bargaining agreement.
4. (Name) may be assigned only to such position as (Name) is qualified and certified by the State Board of Education to occupy. This contract is void unless (Name) holds a valid credential to teach in the position for which he/she has been employed and in which he/she is teaching.
5. District may, without liability, terminate this contract in accordance with the New Hampshire RSA, Chapter 189:13, 31, 32, with any amendments thereto, and all other statutory provisions pertaining to the relations between District and (Name), and this contract shall become void, subject to appeal, if (Name) is removed by Superintendent or if (Name)'s certificate, license or permit is revoked by the Commissioner of Education.
6. This contract must be signed by (Name) and be returned to the Human Resource office not later than \_\_\_\_\_, 2009, otherwise the contract will be deemed to be null and void.
7. All rules, regulations, and agreements between District and Chesterfield Education Association, as adopted or as may be adopted by the School Board pertaining to Teachers, are hereby incorporated by reference and made a part hereof, and (Name) accepts the responsibility of being conversant with said rules, regulations and agreements.
8. (Name) represents all statements made in his/her application for employment are complete, true and accurate to the best of his/her knowledge and belief.
9. (Name) will comply with School Board policy relating to physical examinations and will submit the necessary evidence as required.
10. This agreement, except as herein provided, shall not be terminated by either party without the written consent of the other party.
11. This contract is conditioned upon the employee's compliance with the requirements of RSA 189:13-a and a response to the criminal records inquiry set forth in this law which is not different than the answers made by the employee on the SAU 29 application for employment.

By \_\_\_\_\_ By \_\_\_\_\_  
CHAIRMAN, BOARD OF EDUCATION (Name)

## APPENDIX D

### DUES DEDUCTION FORM

Forms available from the Union president to submit to payroll.

APPENDIX E

**GRIEVANCE REPORT FORM**

Grievance No. \_\_\_\_\_

\_\_\_\_\_ School District

To: \_\_\_\_\_  
(Name of Principal)

Complete with copies to:

1. Principal
2. Superintendent
3. Association

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School: \_\_\_\_\_ Name of Grievant: \_\_\_\_\_ Date Filed: \_\_\_\_\_

**LEVEL A**

1. Statement of Grievance (be sure to include the specific violation or condition with proper references to the Contract agreement):

\_\_\_\_\_

2. Relief sought:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Date Received

Answer given by Principal:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
Date Received

Position of Grievant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Date Received

**LEVEL B**

Date received by Superintendent/Assistant Superintendent: \_\_\_\_\_

Answer given by Superintendent/Assistant Superintendent:

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\_\_\_\_\_  
Superintendent's/  
Asst. Superintendent's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
Date Received

Position of Grievant:

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\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent's  
Asst. Superintendent's Signature

\_\_\_\_\_  
Date Received

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**LEVEL C**

Date submitted to Advisory Arbitration: \_\_\_\_\_

Disposition of Arbitrator:

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\_\_\_\_\_  
Arbitrator's Signature

\_\_\_\_\_  
Date

## APPENDIX F

### BEFORE-TAX PAYROLL DEDUCTION PLAN CHESTERFIELD SCHOOL DISTRICT

The parties agree that, effective July 1, 1991, payroll deductions for health and dental insurance will be taken on a pre-tax basis.

The parties agree that any deductions made by the District from the compensation of the employee which result from District error and which exceed the amount actually authorized for deduction by the employee shall be refunded to the employee.



In witness whereof the parties executed this Agreement on this \_\_\_\_\_ day of April, 2009  
as of the date and year first written above.

CHESTERFIELD SCHOOL BOARD

CHESTERFIELD EDUCATION  
ASSOCIATION

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Chesterfield School Board

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Chesterfield Education Association